

Lender:

## CONSUMER SMALL LOAN AGREEMENT

## INDIANA'S PAYDAY ADVANCE

No 1001

12345 Main Street · Pflugerville, IN 70737

(800) 531-5234

In this Consumer Loan Agreement (hereinafter referred to as the "loan agreement"), the words "you" and "your" mean each and all who have signed it. The words "us" and "our" mean the Lender shown above on this contract.

Borrower's Name(s)

Loan Date:

Borrower's Address

Payment Due Date:

Borrower's Identification Number:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
%	\$	\$	\$

**Payment Schedule:** Total of Payments is due on Payment Due Date shown above.  
**Security:** Your check is security for this loan.  
**Late Charge:** You will be charged a delinquency charge of five dollars (\$5) on any payment not paid in full within ten (10) days after its scheduled due date.  
**Prepayment:** If you prepay to us the Amount Financed, no later than the end of the business day immediately following the day on which this Loan Agreement was made, we will rebate and refund to you the Finance Charge we have earned. If you payoff this loan any time after the end of the business day immediately following the day on which this Loan Agreement was made, you will not be entitled to a refund of part of the Finance Charge.  
 See the rest of this loan agreement for additional information about the method of payment, our rights in the event of nonpayment, late payment charges and any required repayment before the scheduled date and prepayment refunds and penalties.

Itemization of the Amount Financed of \$ \_\_\_\_\_.

1. Amount Paid Directly to You: \$ \_\_\_\_\_. 2. Amount Paid on Loan No. \_\_\_\_\_ with us: \$ \_\_\_\_\_.

**WARNING: A small loan is not intended to meet long term financial needs. A small loan should be used only to meet short term cash needs. Renewing the small loan rather than paying the debt in full will require additional finance charges. The cost of your small loan may be higher than loans offered by other lending institutions. Small loans are regulated by the State of Indiana Department of Financial Institutions.**

**A consumer may rescind a small loan without cost not later than the end of the business day immediately following the day on which the small loan was made. To rescind a small loan, a consumer must inform the lender that the consumer wants to rescind the small loan, and the consumer must return the cash amount of the principal of the small loan to the lender.**

**Sec. 409. (2) IC 26-1-3.1-502.5 , IC 26-2-7 , IC 34-4-30 (before its repeal), IC 34-24-3, and IC 35-43-5 apply to small loans only when a check is used to defraud another person. IC 24-4.5-3-404 does not apply to a small loan.**

You promise to pay to us the Amount Financed, the Finance Charge and other permitted charges, according to the terms of this loan agreement. You acknowledge and agree that you are indebted to us in the amount of the Amount Financed, that you have agreed to pay the Finance Charge and that the amounts set forth in this loan agreement are not in dispute and that you do not have any defense to the payment of such amounts. On the date stated in the Payment Schedule you will pay us, at the address indicated above, or at such other address as we direct you in writing, the amounts stated.

**Other Small Loan Agreements:**Do you have other loans (secured by a check) to any Lender? ☐ Yes or ☐ No.If the answer is yes, do you have more than one (1) check loan outstanding? ☐ Yes or ☐ No.

If the answer is no, what is the face amount of the check (amount borrowed plus fee) on the loan? \$ \_\_\_\_\_.

By signing this loan agreement you acknowledge that it was filled in before you signed and that you have received a completed copy. You further acknowledge that you have read it, understand it and that you agree to all of its terms, including those on the other side.

**NOTICE: SEE ADDITIONAL TERMS ON THE REVERSE SIDE****X**

Borrower's Signature

Date

Co-Borrower's Signature

Date

## ADDITIONAL TERMS OF AGREEMENT - READ CAREFULLY

**TRUTH OF APPLICATION:** You certify that the information stated on this loan agreement is true and correct. You also warrant and represent that you are not a debtor under any proceeding in bankruptcy, insolvency or reorganization and have no intention to file a petition for relief under any chapter of the United States bankruptcy code as presently published and existing. You understand that we are relying upon the application and this loan agreement. You authorize us to verify any information through any source including use of a credit report.

**METHOD OF PAYMENT:** Your personal check in the amount of the Total of Payments stated in Our Disclosures and dated as of the date indicated in the Payment Schedule stated in Our Disclosures (*the "Payment Due Date"*) will be held by us until the Payment Due Date as security for this loan. You agree that we may deposit this check if you have not paid us in cash or by cashier's check, money order or other immediately available funds in the amount of the Total of Payments on or before the Payment Due Date. If payment is made prior to the deposit of your personal check, we will return the check to you at the time we receive payment.

**WAIVERS.** We shall not waive any of our rights under this loan agreement by making an accommodation for you or someone else. No waiver, consent or approval by us or change or amendment of this loan agreement shall be effective unless it is in writing, and we have signed it.

**JOINT AND SEVERABLE.** If this loan agreement is signed by more than one Borrower, you each agree to be liable to us jointly, and each of you will also be liable to us individually for the loan and other obligations under this loan agreement. We may require that any one of you pay the whole loan without asking anyone else to pay. We may sue any one or more of you without giving up any of our rights against the others. This loan agreement is also binding upon the heirs and personal representatives in probate of all signers and upon anyone to whom any signer assigns his assets or who succeeds to him or her in any other way.

**TIME.** It is essential that you make your payments and keep all your promises under this loan agreement on time.

**PREPAYMENT:** If you prepay to us the Amount Financed, no later than the end of the business day immediately following the day on which this Loan Agreement was made, we will rebate and refund to you the Finance Charge we have earned. If you payoff this loan any time after the end of the business day immediately following the day on which this Loan Agreement was made, you will not be entitled to a refund of part of the Finance Charge.

**LATE CHARGES.** For each scheduled payment or part of a scheduled payment that we don't receive within ten (10) days after its scheduled due date, you will pay us one late charge of five (\$5) dollars.

**RENEWALS.** We may, at the our option, permit you to renew a small loan by payment of all charges due. Starting with the second renewal you will be required to pay all charges due plus an amount equal to 25% of the renewed principal amount. Upon the expiration of the fourth renewal period the borrower will be required to pay off the loan in full. This loan may only be renewed a total of 4 times. If you wish to renew the loan and the Lender consents to the renewal, you will provide the Lender with a signed and dated statement stating: (a) that you are unable to repay the small loan; (b) a specific reason that arose after the date of the origination or renewal of the loan that makes you unable to repay the loan; and (c) that you will be able to repay the loan at the new maturity date. If at the end of the fourth renewal period a balance is still due on the small loan, the balance that remains is converted to a simple interest consumer loan payable in installments under IC 24-4.5-3.

**DEFAULT:** You will be in default under this agreement if: (a) you stop payment on the Check or otherwise fail to pay the Total of Payments on or before the Payment Due Date stated on this loan agreement, or (b) you provide false or misleading information about yourself, your employment or your financial condition (including the account on which the Check is drawn) prior to entering this loan agreement.

**THINGS WE HAVE THE RIGHT TO DO TO PROTECT OURSELVES IF YOU DEFAULT.** Whenever you are in default under this loan agreement we can go to court and get a judgment against you for the then unpaid amount of your debt.

**RETURNED CHECK CHARGES:** An additional charge of twenty dollars (\$20) will be charged for the return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal, electronic withdrawal, or share draft issued by the consumer. This additional charge will be assessed one (1) time regardless of how many times a check may be submitted by the Lender and dishonored.

**CREDIT REPORTING.** We may report your performance under this loan agreement to credit reporting agencies. You agree and hereby authorize us to obtain credit reports on you both now and at any time any portion of the Amount Financed remains owed to us. You specifically acknowledge and agree that we may disclose any default by you under this loan agreement, along with any other relevant information, to credit reporting agencies.

**ARBITRATION PROVISION: WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, including the Customer Information Sheet, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision:

(a) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**

(b) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**

(c) **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration according to the organization's rules applicable to consumer disputes: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, J.A.M.S./Endispute (1-800-626-5267) <http://www.jamsadr.com>, or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules applicable to consumer disputes. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, at your request we will advance your portion of the arbitration expenses, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid (including if the Loan Agreement has been rescinded by such prepayment), paid, or discharged through bankruptcy. The Arbitration Provision survives any rescission, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any of this Arbitration Provision is held invalid, the remainder shall remain in effect.

**PRIVACY STATEMENT:** We will not disclose to others the information that you provide to us except as disclosed in this statement. Sometimes it may be necessary to release your name and/or other information to government agencies in order to comply with the law. However, we will not release any information unless we are legally required to do so and will provide only the information that the agency requests. We may release your name and/or any other information that you provide to check your credit and verify the information supplied by you as part of this contract. We may release your name and/or any other information that you provide in order to collect any money due us, either under this or any other agreement that you may have with us. We do not currently offer our customer list to other companies. However, we reserve the right to change this policy at any time.

**GOVERNING LAW.** This loan agreement will be governed by the Indiana Uniform Consumer Credit Code IC 24-4.5.

**ASSIGNMENT.** We may assign or transfer this loan agreement or any of our rights hereunder. Your obligations under this loan agreement cannot be assigned to a third party without our prior written consent.

**NOTICE: SEE ADDITIONAL TERMS ON THE REVERSE SIDE**

### LOAN RENEWAL REQUIREMENTS

Sec. 408. (5) A lender may renew a small loan only if the lender has a handwritten statement from the consumer, signed and dated by the consumer, stating: (a) that the consumer is unable to repay the current small loan; (b) a specific reason that arose after the date of the origination or renewal of the current small loan that makes the consumer unable to repay the small loan; and (c) that the consumer will be able to repay the small loan at the new maturity date.

(a) Are you unable to repay the current loan with us at this time? \_\_\_\_\_

(b) Please give us the specific reason that arose after the date of the origination or renewal of the current loan that makes you unable to repay the loan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Will you be able to repay the loan at the next new maturity date? \_\_\_\_\_

bpc #13-1440 · IN · 3/21/2002  
BURRELL PRINTING CO., INC. · 800-531-5234

**X**

Borrower's Signature

Date

This check is being negotiated as part of a small loan under IC 24-4.5, and any holder of this check takes it subject to the claims and defenses of the maker.